

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

JUN - 9 2011

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature] DEPUTY CLERK

FULCRUM CREDIT PARTNERS LLC,
PLAINTIFF,

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§

V.

CAUSE NO. A-10-CA-137-LY

STRATEGIC CAPITAL
RESOURCES, INC.,
DEFENDANT.

VERDICT FORM

QUESTION ONE

Do you find from a preponderance of the evidence that by the e-mails of February 3 and 4, 2010, the parties reached an agreement that included the "Standard Terms and Conditions" submitted by Fulcrum to Strategic on October 14, 2009, whereby Strategic would sell and Fulcrum would buy the TOUSA claims?

Please answer "Yes" or "No."

Answer:

yes

Please proceed to the next question.

Answer this Question only if you answered "Yes" to Question One. Otherwise, do not answer the following question.

QUESTION TWO

Do you find from a preponderance of the evidence that Strategic failed to comply with the agreement?

Please answer "Yes" or "No."

Answer:

yes

Please proceed to the next question.

Answer this Question only if you answered "Yes" to Question One and Question Two. If you answered "No" to Question One or Question Two, please stop and your Presiding Juror will sign the Verdict Form.

QUESTION THREE

What do you find from a preponderance of the evidence to be the amount of money, if any, if paid now in cash, that would fairly and reasonably compensate Fulcrum for its damages, if any, that resulted from such failure to comply?

Answer in dollars and cents, if any.

\$ 1.27 million

Please continue to the next page.

We, the jury, unanimously answered the preceding questions by a preponderance of the evidence, as instructed.

Submitted the ninth day of June, 2011 at 2:50 o'clock p.m.

ORIGINAL SIGNATURE
REDACTED PURSUANT TO
E-GOVERNMENT ACT OF 2002
PRESIDING JUROR